

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA

-v.-

JOSEPH RUOCCO,

Defendant.

INFORMATION

S7 08 Cr. 828 (VM)

COUNT ONE

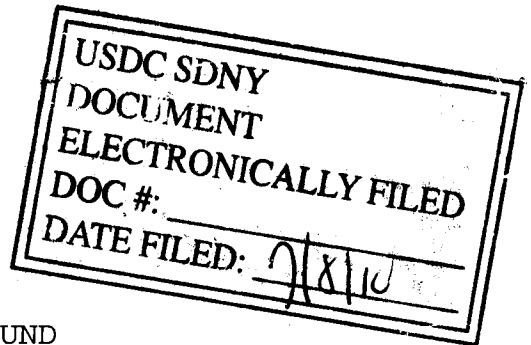
The United States Attorney charges:

RELEVANT ENTITIES AND BACKGROUND

1. At all times relevant to this Information, the United Brotherhood of Carpenters and Joiners (the "U.B.C.J.") was a national labor union that represented skilled workers on construction sites. In New York City, the U.B.C.J. has approximately 21,000 members and is divided into approximately eleven locals within the five boroughs.

2. The District Council of New York City and Vicinity of the U.B.C.J. (the "District Council") is the administrative body that oversees the New York City locals of the U.B.C.J. The District Council is located in Manhattan. On behalf of its locals, the District Council has entered into numerous contracts, or collective bargaining agreements ("CBAs"), with various construction contractors and associations of construction contractors who operate at jobsites in the five boroughs of New York City.

3. The CBAs govern many aspects of the relationship



between individual contractors and individual members of the U.B.C.J. who are employed by such contractors as carpenters at jobsites within New York City. Among other things, CBAs obligate that the contractor pay all of its workers at an hourly rate specified in the CBA and make contributions for each hour worked to the union benefit funds (the "District Council Benefit Funds"). The District Council Benefit Funds, most of which are subject to the provision of the Employee Retirement Income Security Act ("ERISA"), provide life insurance, hospitalization, medical care, pension and vacation benefits to union members. The CBAs also require that signatory contractors employ only union members to perform the specified construction work.

4. Collective bargaining agreements generally empower the union to appoint a "shop steward" to each job. Although shop stewards work at the jobsite with the other rank-and-file union members, they are also union fiduciaries. The shop steward's principal duty is to be the daily "eyes and ears" of the union and to report a contractor's violations of the collective bargaining agreement. The shop steward is required to submit weekly reports, called "shop steward reports," to the union office identifying union members who were employed on the jobsite and the hours each member worked. Thus, the shop steward is required to observe the number of hours worked at the jobsite by the union members in order to report the carpenter-hours

accurately each week. The District Council Benefit Funds relies on shop steward reports in auditing contributions provided to the Benefit Funds by contractors.

5. At all times relevant to this Information, On Par Construction ("On Par") was a drywall contractor that operated in New York City and its vicinity and was owned by a co-conspirator not named as a defendant herein ("CC-1"). On Par was a party to a CBA with the District Council of the U.B.C.J. On Par's offices were located in Yonkers, New York.

EMPLOYEE BENEFIT PLAN EMBEZZLEMENT

6. From in or about July 2005, up through and including in or about February 2006, in the Southern District of New York and elsewhere, JOSEPH RUOCCO, the defendant, and others known and unknown, unlawfully, willfully, and knowingly did embezzle, steal, abstract, and convert to their own use, and to the use of another, moneys, funds, securities, premiums, credits, property, and other assets of an "employee welfare benefit plan or employee pension benefit plan," as that term is defined in Title 18, United States Code, Section 664, and of a fund connected therewith, namely employer contributions owed to the District Council Benefit Funds, to wit, RUOCCO, in exchange for cash bribes, submitted false shop steward reports to the local union that underreported the number of union members on an On Par jobsite at 436 East 69th Street, in Manhattan, and the hours worked on that jobsite, thereby aiding On Par to violate the

terms of its collective bargaining agreement with the District Council by, among other things, evading contributions to the District Council Benefit Funds.

(Title 18, United States Code, Sections 664 and 2.)

FORFEITURE ALLEGATION

7. As a result of committing the employee benefit plan embezzlement offense alleged in Count One of this Information, JOSEPH RUOCCO, the defendant, shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461, any property constituting or derived from proceeds traceable to the violations, including but not limited to at least \$30,000 in United States currency, in that such sum in aggregate is property representing the amount of proceeds obtained as a result of the offenses.

Substitute Asset Provision

8. If any of the above-described forfeitable property, as a result of any act or omission of the defendant:

(1) cannot be located upon the exercise of due diligence;

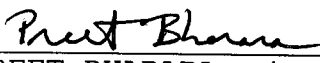
(2) has been transferred or sold to, or deposited with, a third person;

(3) has been placed beyond the jurisdiction of the Court;

(4) has been substantially diminished in value; or

(5) has been commingled with other property which cannot be subdivided without difficulty; it is the intent of the United States, pursuant to 21 U.S.C. § 853(p), to seek forfeiture of any other property of the defendant up to the value of the above forfeitable property.

(Title 18, United States Code, Section 981 and Title 28, United States Code, Section 2461.)

  
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PREET BHARARA *et al*  
United States Attorney

Form No. USA-33s-274 (Ed. 9-25-58)

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SOUTHERN DISTRICT OF NEW YORK

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Defendant.

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SUPERSEDING INFORMATION

S7 08 Cr. 828 (VM)

(Title 18, United States Code, Sections  
664 and 2.)

Preet Bharara  
United States Attorney.

7/8/10  
PFI ~~DO~~ Superseding Inf + waiver of  
Inf. AUSA Mark Langer prep  
D.A. Joseph Ruocco pres w/ attorney  
Sabrina Spott. Consent to proceed b/c  
My plea deal with to CS #1  
Sent date 10/29/10 at 3:30pm Bail Cont  
My Judge Polinger